

## **1. GENERAL/通用**

1.1 These general terms and conditions of purchase ("GTP") apply to all orders issued in writing by the company of the APTARGROUP specified at the bottom of each page ("Aptar") in order to purchase any products ("Product(s)") and/or services ("Service(s)") from any of its suppliers ("Supplier"). The GTP shall prevail over all terms and conditions of sale or any document unilaterally transmitted by the Supplier, deviating from or contrary to the GTP and not expressly accepted by Aptar in writing.

本通用采购条款和条件（以下简称“GTP”）适用于由每页页脚所注的 APTARGROUP 下属公司（以下简称“Aptar”）书面向任何供应商（以下简称“供应商”）发出的采购产品（以下简称“产品”）和/或服务（以下简称“服务”）的所有订单。GTP 应优于由供应商单方传送的，背离或有违 GTP 且未被 Aptar 书面明示接受的所有销售条款和条件或任何文件。

1.2 Any failure or delay to exercise any right or remedy under the GTP or by law shall not be deemed as a waiver by Aptar of any subsequent breach or default. Similarly, it shall not constitute a restriction to further exercise that right or remedy or any other right or remedy.

Aptar 不行使或迟延履行其根据 GTP 或法律享有的任何权利或救济，不得视为 Aptar 放弃对后续任何违约行为进行追究。并且，其不影响未来行使该权利或救济，或任何其他权利或救济。

1.3 If any court or competent authority finds that any provision of the GTP (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the GTP shall not be affected.

如任何法院或主管机关认定 GTP（或部分条款）的任一条款无效、违法或无法履行，则相应部分条款应根据要求视为已删除，但并不影响 GTP 其他条款的有效性和可执行性。

## **2. ORDERS/订单**

2.1 All orders shall be issued by Aptar in the form of a purchase order, irrespective of the method of transmission (by letter or fax, or via email or the Internet) ("Order").

所有订单均由 Aptar 以采购订单（以下简称“订单”）的形式发出，而不论其传送方式（通过信件或传真，电子邮件或互联网）。

2.2 The Order comprises but is not limited to: (i) the special terms and conditions of the Order, (ii) the technical terms and conditions or the specifications of the Order ("Specifications") where applicable, (iii) these GTP and (iv) any appendices. In the event of any discrepancies between the provisions of one or more documents comprising the Order, the order of priority is as set out above.

订单包括但不限于：（1）订单特殊的条款和条件；（2）订单适用的技术条款和条件或规格（以下简称“规格”），（3）GTP 和（4）任何附录。如组成订单的一个或多个文件的条款存在任何差异，则其优先顺序如上所述。

2.3 The Supplier shall acknowledge receipt of the Order issued by Aptar within twenty-four (24) hours, if not, the Order will be considered accepted. Any modification made to the Order by the Supplier shall not be binding upon Aptar unless expressly agreed between the parties. Furthermore, until the Supplier has acknowledged receipt of the Order, Aptar reserves the right to modify it.

供应商应在收到 Aptar 发出的订单后二十四（24）小时内确认收悉，否则该订单将被视为已接受。除非双方明确约定，供应商对订单所做的任何修改对 Aptar 均不具有约束力。此外，在供应商确认收到订单之前，Aptar 保留对其进行修改的权利。

## **3. DELIVERY / SHIPPING DOCUMENTS/交付/运输文件**

### **3.1 Incoterm/贸易术语**

Unless stipulated otherwise, purchases of Products are DAP (Incoterms® 2010) at the address stated in the Order.

除非另有约定，采购产品以 DAP（国际贸易术语解释通则 2010）至订单所载地址方式进行交货。

### **3.2 Delivery time/交付时间**

The Supplier shall deliver the Products or make them available and perform the Services within the time limits stated in the Order or, where applicable, in the Specifications. Time is of the essence.

供应商知晓应在订单或规格（如适用）规定的时限内，交付产品或提供服务。交付时间对 Aptar 至关重要。

Delivery of the Products shall occur when the Supplier completes its delivery obligations in accordance under the Incoterm set out in clause 3.1.

当供应商根据第 3.1 条约定的国际贸易术语完成其交付义务的，视为产品已交付。

### **3.3 Quantities delivered /交付数量**

The quantities of Products delivered must comply with those stated in the Order or, where applicable, in the Specifications.

交付的产品数量必须符合订单和/或规格（如适用）规定的数量。

### **3.4 Shipping documents/运输文件**

All deliveries of Products should be accompanied by a document ("Delivery Note") stating the Order number, Product description, Product Aptar code, the quantity delivered and the amount outstanding to be delivered later. The Delivery Note should also contain any information usually indicated for the relevant Product. Any Product delivery or any provision of Service should also be accompanied by any other document mentioned in the Specifications and/or required by the applicable laws and regulations.

所有产品的交付应附一份文件（以下简称“送货单”），明确订单编号、产品说明、Aptar 产品代码、交付数量和随后发货的未交付数量。送货单还应包含相关产品通常应包含的任何信息。任何产品的交付或服务的提供应附有规格中提及的和/或适用的法律法规所要求的任何其他文件。

### **3.5 Failure to meet delivery deadlines/未按时交付**

As soon as the Supplier is aware of a risk of delay in the delivery of the Products or in the performance of the Services, the Supplier shall inform Aptar of this immediately. Without prejudice to any other rights to claim damages or to enforce any other remedy provided by law, if delivery of the Products or performance of the Services is not made in the quantities and/or within the required time, Aptar, after having, as deemed appropriate, granted to Supplier an additional reasonable time for delivery of the Product or performance of the Services, reserves the right to: (i) require the Supplier to pay to Aptar on demand as liquidated damages 0.5% of the Order value per day of delay up to a total of 10% of the total value of the Order; the parties agree that the liquidated damages are a genuine negotiated pre-estimate of Aptar's loss resulting from delay in delivery of the Products or in performance of the Services and will not be regarded as penalty provisions; the Supplier waives any right to question or challenge the validity of the obligation to pay the liquidated damages, and/or (ii) to cancel the Order, in whole or in part, and/or (iii) to procure goods or have the services provided by another supplier at the expense and risk of the Supplier. If, in order to limit the delay, delivery is made by a faster means of transport, its extra cost shall be borne by the Supplier. All of the sums due by the Supplier due to failure to meet the delivery deadlines shall be recovered by Aptar by any legal means. The above provisions apply in the same way as in the event of failure to meet delivery deadlines for replacement Products or re-performing non-conforming Services in accordance with article 8.1 below. No early delivery will be accepted without Aptar's express and prior agreement.

一旦供应商意识到存在产品延迟交付或迟延履行服务的风险，供应商应立即通知 Aptar。在不影响要求损害赔偿或执行法律规定的其他救济的任何权利的情况下，如交付的产品或履行的服务未符合约定数量和/或时间要求的，Aptar 除考虑适当情况酌情给予供应商交付货物或履行服务的额外时间外，保留其如下权利：（1）要求供应商向 Aptar 支付违约金，每逾期一日按订单价值的 0.5% 计算，上至订单总价的 10%；双方同意，违约金为双方商定的对因迟延交付产品或履行服务而造成 Aptar 损失的真实预估，并且不视为处罚条款；供应商放弃质疑违约金支付义务是否有效的任何权利，和/或（2）取消订单的全部或部分，和/或（3）向另一供应商采购产品或服务，费用和 risk 由供应商承担。若为减少延误而采取更快速的运输方式，其额外费用应由供应商承担。Aptar 可以任何法律方式获得供应商因迟延履行所应支付的款项。上述条款同样适用于如下第 8.1 条更换产品或重新提供服务未能按时履行的情形。未经 Aptar 事先明确约定，不得提前交货。

## **4. PRICES / INVOICING / PAYMENT TERMS 价格/付款通知/付款条件**

### **4.1 Prices /价格**

Unless agreed otherwise, the prices indicated in the Order are fixed and cannot be revised. Unless stated otherwise, prices should include all packaging shipping and unloading costs and expenses, import taxes and customs clearances.

除非另有约定，订单中指示的价格是固定且不可修改的。除非另有说明，价格应包括包装和运输、装卸等所有成本和费用、进口税和清关费用。

### **4.2 Invoicing/付款通知**

The Supplier will be entitled to invoice Aptar for the Products and Services following delivery of the Products or performance of the Services. Each invoice shall be sent in one single copy to the Aptar invoicing address that appears on the Order and shall contain the Supplier's bank account details.

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Invoices shall be issued in the currency of the Order. In the event that the purchase concerns Services performed in several stages, each stage will lead to the issue of an invoice.

交付产品或提供服务后，供应商应就产品和服务向 Aptar 开具发票。每张发票均应发送一份至订单所示的 Aptar 开票地址，且应包含供应商的银行账户信息。发票应以订单的币种开具。如采购的服务须分若干阶段履行，则每阶段均应开具对应的发票。

#### **4.3 Payment Terms/付款条件**

Unless agreed otherwise, Aptar shall pay all undisputed invoices within the deadlines established in each Order. Payment is made by bank transfer. Payment for the Products delivered or Services performed hereunder shall not constitute an acceptance of those Products or Services.

除非另有约定，Aptar 应在每份订单注明的期限内付清无争议发票。付款将通过银行转账进行。对本条款和条件项下已交付的产品或履行的服务付款的，应不构成对相应产品或服务的接受。

### **5. PRODUCT, SERVICE, PACKAGING AND LABELLING COMPLIANCE/产品、服务、包装及标签的合规性**

#### **5.1 Product and Service Compliance/产品和服务合规性**

The Products delivered or Services performed should strictly comply with the Order and/or the Specifications. Approval of initial samples by Aptar does not release the Supplier from its liability concerning the Products delivered. Any modification to the Products or Services, even minor, with respect to the Specifications shall be the subject of a written agreement between the parties. This obligation of the Supplier to deliver Products or perform Services that comply with the Order and/or the Specifications does not release it from (i) a duty to provide advice on Products or Services in consideration of the use which the Products or Services in question are intended for, and (ii) a duty to provide information, particularly regarding the characteristics of the materials used and on the risks that they may present from a medical, environmental or industrial point of view.

交付的产品或提供的服务应严格遵守订单和/或规格。Aptar 对初始样品的认可并不免除供应商对于交付产品的质量责任。对产品或服务规格的任何调整，甚至是细微调整，均应由双方书面协商一致。供应商就其交付的产品或提供的服务须满足订单和/或规格的义务且并不免除其（1）鉴于产品或服务的使用目的，为产品或服务提供咨询服务的义务；以及（2）提供信息的义务，特别对于使用的材料特性以及从医疗、环境或工业的角度其可能存在的风险。

#### **5.2 Compliance of packaging, labelling, palletization and other logistical conditions/包装、标签、码垛和其他物流条件的合规性**

The Supplier is bound by the same duty of advice and information regarding packaging, labelling, and other logistical conditions as the one stipulated in article 5.1 above and all Products will be properly packed and secured so as to reach their destination in an undamaged condition.

供应商应根据上述第 5.1 条款约定，对包装、标签和其他物流条件也遵循同等咨询和信息的义务。所有产品应妥善包装和保护，以使其在无损状态下到达目的地。

#### **5.3 Compliance with laws and regulations/法律和法规的合规性**

The Products and Services delivered shall comply with the legal and regulatory requirements in force in the country for which they are intended, as well as European and international requirements. Furthermore, the Supplier undertakes to carry out, at its own expense, all formalities and obligations imposed by regulation EC 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH Regulation"). The Supplier also undertakes to ensure that its own suppliers, when applicable, comply with this REACH Regulation. In the event of failure to comply with the formalities required by the REACH Regulation, the Supplier undertakes to indemnify any damage that may result for Aptar from this failure.

交付的产品和提供的服务应当遵守目的国的法律和法规、欧盟和国际的规定。此外，供应商应当遵守欧盟 1907/2006 关于化学品注册、评估、授权和限制法规（“REACH 法规”）所规定的所有程序和义务，费用由其自行承担。如供应商未能遵守 REACH 法规的手续要求，其应赔偿 Aptar 可能因此遭受的任何损失。

Moreover, the Supplier warrants to Aptar that the Products delivered do not contain any "Conflict Minerals" (as defined below) and that no Conflict Minerals are required for the Product to function and for it to be produced. The Supplier pledges to hand over to Aptar all documents attesting of this warranty upon Aptar's request. The Supplier is expected to (i) immediately inform Aptar in writing if it knows or if it has reason to believe that the current terms have been breached and (ii) remedy such non-compliance in a timely manner (iii) indemnify Aptar, without limitation, against any penalties that Aptar may be imposed by public authority or administrative body or claims by Aptar's customers due to such breach. In the event of a

breach of these terms by the Supplier, Aptar will be entitled to terminate the Order with immediate effect without any payment of compensation or any damages caused to the Supplier by such termination. "Conflict Minerals" refer to columbite-tantalite (coltan), cassiterite, gold, wolframite, and their derivatives (which derivatives are currently limited to tantalum, tin, and tungsten) or any other mineral or any of its derivatives the exploitation and trade of which has been deemed to finance conflicts in the Democratic Republic of the Congo or its neighboring countries by the U.S. Secretary of State.

同时，供应商向 Aptar 保证，其提供的产品不包含任何“冲突矿产”（定义如下）并且产品的使用和生产中无需冲突矿产。根据 Aptar 要求，供应商保证应向 Aptar 提交所有证明本保证条款的证明文件。供应商将（1）立即书面通知 Aptar，如其知道或有理由相信当前条款已被违反，（2）立即对该违约行为采取补救措施。如供应商违反本条款约定，Aptar 有权立即解除订单，且无须向供应商就该等解除支付任何补偿金或赔偿金。“冲突矿产”指铌钽铁矿、锡石、金、黑钨矿及其衍生物（其衍生物目前仅限于钽、锡和钨），或美国国务卿认定的为资助刚果民主共和国或其邻国冲突而开采或交易的其他矿产或任何其衍生品。

#### **5.4 Inspections/检查**

The Supplier shall, at any time, be able to provide Aptar with supporting documents to certify the preventive and corrective inspection measures implemented on its sites to warrant compliance of the Products and Services with the Specifications, the applicable law and regulations and the article 13 below.

供应商应随时可向 Aptar 提供支持文件，以证明其在工厂已实施预防性和纠正性的检查措施，从而保证产品和服务符合规格、相关法律法规和下文第 13 条的规定。

Subject to reasonable notice and during normal business hours, Aptar or any person authorized by it may visit the Supplier's premises and conduct any inspection or test in order to ensure compliance with the Specifications, the applicable law and regulations and the article 13 below. The inspections conducted will not in any case release the Supplier from its liability, as stipulated in article 8 below.

Aptar 或任何经其授权的人员，经合理的通知并在正常工作时间内可参观供应商的工厂，并可进行任何检查或检测以确保其符合规格、相关法律法规和下文第 13 条的规定。实施的检查将不免除供应商根据下文第 8 条规定应承担的责任。

### **6. ACCEPTANCE OF THE SUPPLIES / REFUSAL OF DELIVERY/接受供货/拒收交货**

#### **6.1 Acceptance/验收**

Any inspection or acceptance of the Products or Services shall not waive Aptar's right to subsequently reject or revoke acceptance of such Products or Services for non-conformity with the Order and/or the Specifications.

对产品或服务的任何检查或接受，将不免除产品或服务因不符合订单和/或规格而被 Aptar 日后拒绝或撤销的权利。

#### **6.2 Refusal of delivery/拒收交货**

Aptar reserves the right to cancel and/or refuse any delivery that does not comply with the Order and/or the Specifications, notwithstanding whether the non-conformity is quantitative or qualitative in origin. The Supplier shall take back the Products refused by Aptar at its own expense and within one (1) month from the date of notification of the non-conformity. Aptar is entitled to withhold payment for the Products or Services which do not comply with the Order and/or Specifications until the Products are replaced, the Services are made compliant or the Supplier issues a credit note.

Aptar 保留取消和/或拒绝任何不符合订单和/或规格的交货的权利，无论其因数量或质量原因造成。供应商应自收到产品不合格通知之日起（1）个月内自费取回被 Aptar 拒收的产品。Aptar 有权在更换合格产品、服务或供应商开具信用证前，对不符合订单和/或规格的产品或服务不予付款。

### **7. TRANSFER OF TITLE AND RISK/所有权利和风险转移**

7.1 The title to the Products shall pass to Aptar upon delivery of the Products. Any retention of ownership clause that is directly or indirectly intended to subject the transfer of ownership of the Products in any way to payment of all or part of the price is unenforceable against Aptar.

产品交付时，产品的所有权转移至 Aptar。任何直接或间接针对全部或部分付款时所有权转移的所有权保留条款均对 Aptar 无效。

7.2 Subject to the conditions stated in the Order, the transfer of risk will pass from the Supplier to Aptar upon the delivery of the Products to the named destination in the Order and according to the DAP (ICC Incoterm ©2010).

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